

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MARCELINO ANDRADE, BERENICE)
JACINTO, AMERICA GARCIA, ORALIA)
PALACIOS, MIGUEL RUBIO, ISMAEL)
ANDRADE, JOSE HERNANDEZ, LUCIA)
PORTILLO, RENE CORDOBA, and)
FRANCISCO MEDINA, on behalf of)
themselves and all other persons similarly)
situated, known and unknown,)

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL,)
INC., ALITALIA AIRLINES, SINGAPORE)
AIRLINES, GATE GOURMET, INC., AIR)
MENZIES INTERNATIONAL (USA), INC.,)
SWISSPORT CARGO SERVICES, INC.,)
APEX PLASTIC FINISHING COMPANY, JD)
NORMAN INDUSTRIES, INC. and DIEGO)
DEASTIS, individually,)

Defendants.

Case No. FILED: AUGUST 27, 2008
08CV4912

Hon. JUDGE MANNING
MAGISTRATE JUDGE DENLOW

AO

DEFENDANT UAL, INC.'S NOTICE OF REMOVAL

Defendant UAL, Inc., by its attorneys and pursuant to 28 U.S.C. §§ 1441(a), (b), (c) and 1446, hereby removes this action from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, Eastern Division. This action may be removed because this Court has original jurisdiction over the Complaint pursuant to 28 U.S.C. §§ 1331 and 1367(a). In support of removal, UAL, Inc. states as follows:

PROCEDURAL REQUIREMENTS

1. On July 17, 2008, Plaintiffs Marcelino Andrade, Berenice Jacinto, America Garcia, Oralía Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina ("Plaintiffs") filed a complaint against Defendants Ideal Staffing

Solutions, Inc., UAL, Inc., Alitalia Airlines, Singapore Airlines, Gate Gourmet, Inc., Air Menzies International (USA), Inc., Swissport Cargo Services, Inc., Apex Plastic Finishing Company, JD Norman Industries, Inc. and Diego Deastis (“Defendants”) in the Circuit Court of Cook County, Illinois (the “Complaint”).

2. Plaintiffs allege, on behalf of themselves and others similarly situated, that they are low-wage workers who were hired by a temporary staffing agency to work at eight different client companies located at or near O’Hare International Airport. (Compl. ¶ 1). Plaintiffs allege that they were not paid for overtime and other earned wages. (Compl. ¶ 1).

3. Plaintiffs’ Complaint asserts that the Defendants violated the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”), the Illinois Wage Payment and Collection Act, 820 ILCS 15/1 *et seq.* (“IWPCA”), the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* (“IDTLSA”), and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”). Plaintiffs’ Complaint asserts eleven causes of action: failure to pay overtime wages in violation of the IMWL (Count I), failure to pay overtime wages in violation of the IDTLSA (Count II), failure to pay state-mandated minimum wages in violation of the IMWL (Count III), failure to pay state-mandated minimum wages in violation of the IDTLSA (Count IV), failure to pay wages for all time worked in violation of the IWPCA (Count V), failure to pay wages for all time worked in violation of the IDTLSA (Count VI), failure to pay wages in violation of the IDTLSA (Count VII), failure to provide Employment Notices in violation of the IDTLSA (Count VIII), failure to provide Wage Payment and Notices in violation of the IDTLSA (Count IX), failure to pay minimum wages in violation of the FLSA (Count X), and failure to pay overtime wages in violation of the FLSA (Count XI).

4. On July 31, 2008, Defendant Gate Gourmet, Inc. was served with the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders served upon Defendant Gate Gourmet, Inc., are attached hereto as Exhibit A.

5. On August 4, 2008, Defendant UAL, Inc. was served with the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders served upon Defendant UAL, Inc., are attached hereto as Exhibit B.

6. The docket of the Circuit Court of Cook County for case number 2008-CH-25610 does not show that any other defendants have been served with Summons and Complaint, and UAL, Inc. is not aware of service of the Summons and Complaint on any other named defendants.

7. Other defendants have received copies of the Summons and Complaint. It is unclear whether these defendants have been properly served with the Summons and Complaint.

8. On July 28, 2008, Defendant Apex Plastic Finishing Company received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant Apex Plastic Finishing Company, are attached hereto as Exhibit C.

9. On July 29, 2008, Defendant JD Norman Industries, Inc. received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant JD Norman Industries, Inc., are attached hereto as Exhibit D.

10. On July 29, 2008, Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies received copies of the Summons and Complaint. Copies of the Summons

and Complaint, which constitute all documents received by Defendant Aeroground Inc. d/b/a Menzies Aviation improperly named as Air Menzies, are attached hereto as Exhibit E.

11. On August 6, 2008, Defendant Swissport Cargo Services, Inc. received copies of the Summons and Complaint. Copies of the Summons and Complaint, which constitute all process, pleadings and orders received by Defendant Swissport Cargo Services, Inc., are attached hereto as Exhibit F.

12. On August 26, 2008, Defendant Alitalia Airlines, Inc. received, from counsel for a co-defendant in this case, a copy of the Complaint.

13. All defendants who have been served in this case have, by signature of their counsel on this Notice of Removal, consented to removal.

14. Although the consent of defendants who have not been properly served is not required, all defendants who have received copies of the Summons and Complaint have also, by signature of their counsel on this Notice of Removal, consented to removal.

15. UAL, Inc.'s Notice of Removal is timely pursuant to 28 U.S.C. § 1446, because it is filed within 30 days of the date on which UAL, Inc. was served and/or the date on which any Defendant was served with the Summons and Complaint.

16. Written notice of the filing of this Notice of Removal and supporting papers have been given to Plaintiffs and copies of these papers have been served on Plaintiffs and filed with the Clerk of the Circuit Court of Cook County, Illinois, as required by 28 U.S.C. § 1446(d).

17. Venue is proper in this District under 28 U.S.C. § 1391.

STATUTORY GROUNDS FOR REMOVAL

18. The federal removal statute provides:

- (a) Except as otherwise expressly provided by Act of Congress, any civil action brought in State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the

defendants, to the district court of the United States for the district and division embracing the place where such action is pending. . . .

- (b) Any civil action of which the district courts have original jurisdiction founded on the claim or right arising under the Constitution, treaties, or laws of the United States shall be removable without regard to the citizenship or residence of the parties . . .

28 U.S.C. § 1441(a) & (b).

19. Federal district courts have “original jurisdiction” for all civil actions “arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. Likewise, the FLSA provides that “[a]n action to recover the liability prescribed in [the FLSA] may be maintained against any employer (including a public agency) in any Federal or State court of competent jurisdiction by any one or more employees . . .” 29 U.S.C. § 216(b).

20. Thus, UAL, Inc. may remove this action pursuant to 28 U.S.C. § 1441(b) because Plaintiffs’ Counts X and XI explicitly arise under the FLSA.

21. The state law claims asserted in the Complaint are integrally related to Plaintiffs’ federal claims and thus form a part of the same case or controversy. Accordingly, this Court has supplemental jurisdiction over these claims under 28 U.S.C. § 1367(a).

22. Accordingly, original federal question jurisdiction is vested in this Court with respect to Plaintiff’s entire Complaint by 29 U.S.C. § 1132(e) and 28 U.S.C. § 1331.

CONCLUSION

WHEREFORE, Defendant UAL, Inc. respectfully requests that Plaintiffs' claims be removed to federal court pursuant to 28 U.S.C. §§ 1331 and 1367(a).

Respectfully submitted,

Dated: August 27, 2008

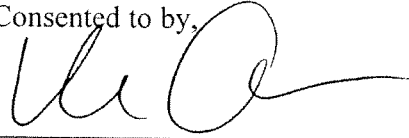
A handwritten signature in cursive script, appearing to read "S.M. Alamuddin", written in black ink.

Sari M. Alamuddin
Alison B. Willard
Ticole T. Miller
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Drive, 5th Floor
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(312) 324-1000

Attorneys for Defendant UAL, Inc.

Dated: August 27, 2008

Consented to by,



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**Pro hac vice* motions to be filed.

Attorneys for Defendant Gate Gourmet, Inc.

Consented to by,

Dated: August 27, 2008

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Fax: (312) 332-2657

*Attorneys for Defendant Aeroground Inc. d/b/a
Menzies Aviation improperly named as Air
Menzies*

Consented to by,

Dated: August 27, 2008


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**Pro hac vice* motions to be filed.

Attorneys for Defendant Gate Gourmet, Inc.

Consented to by,

Dated: August 27, 2008



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Dated: August 27, 2008

Consented to by,



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*Attorneys for Defendant Swissport Cargo
Services, Inc.*

Consented to by,

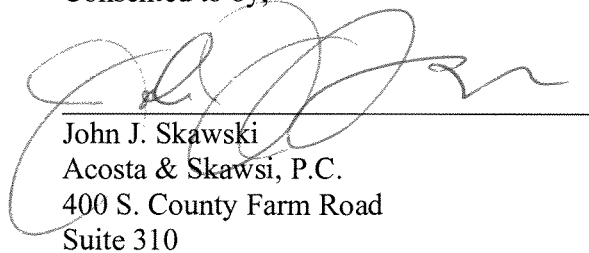
Dated: August 27, 2008

John J. Skawski
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400 S. County Farm Road
Suite 310
Wheaton, Illinois 60187
Phone: (630) 871-6161
Fax: (630) 871-0084

*Attorneys for Defendant Apex Plastic Finishing
Company*

Dated: August 27, 2008

Consented to by,

A handwritten signature in dark ink, appearing to read 'John J. Skawski', is written over a horizontal line.

John J. Skawski
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*Attorneys for Defendant Apex Plastic Finishing
Company*

Consented to by,

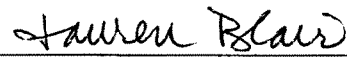
Dated: August 27, 2008

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*Attorneys for Defendant JD Norman
Industries, Inc.*

Consented to by,

Dated: August 27, 2008



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Dated: August 27, 2008

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Eugene Massamillo
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555 5th Avenue, 15th Floor
New York, New York 10017
Phone: (212) 991-5915
Fax: 212 922-0530

Attorneys for Defendant Alitalia Airlines

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that she served a true and correct copy of the foregoing Defendant UAL, Inc.'s Notice of Removal on the following counsel for the indicated parties, via federal express on this 27th day of August, 2008:

John E. Untereker
Christopher J. Williams
Working Hands Legal Clinic
77 W. Washington, Suite 1402
Chicago, Illinois 60602
Attorneys for Plaintiffs

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Uma Chandrasekaran
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Fax 212 922-0530

Attorneys for Defendant Alitalia Airlines

By:



Alison B. Willard

JUDGE MANNING

MAGISTRATE JUDGE DENLOW

EXHIBIT A

CT CORPORATION
A WoltersKluwer Company

**Service of Process
Transmittal**

07/31/2008

CT Log Number 513696021



TO: Kevin Forjette, Attorney
Gate Gourmet, Inc.
11710 Plaza America Drive, Suite 800
Reston, VA 20190

RE: Process Served in Illinois

FOR: Gate Gourmet, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Marcelino Andrade, et al., on behalf of themselves and all other persons similarly situated, etc., Pltfs. vs. Ideal Staffing Solutions, Inc., et al. including Gate Gourmet, Inc., Dfts.

DOCUMENT(S) SERVED: Summons (2 sets), Complaint, Exhibits

COURT/AGENCY: Cook County Circuit Court, County Department, Chancery Division, IL
Case # 08CH25610

NATURE OF ACTION: Employee Litigation - Violations of Illinois Minimum Wage Law, Illinois Wage Payment and Collection Act and the Illinois Day and Temporary Labor Services Act

ON WHOM PROCESS WAS SERVED: C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE: By Process Server on 07/31/2008 at 10:30

APPEARANCE OR ANSWER DUE: Within 30 days after service, not counting the day of service

ATTORNEY(S) / SENDER(S): John E. Untereker
Working Hands Legal Clinic
77 W. Washington St.
Suite 1402
Chicago, IL 60602
312-795-9115

ACTION ITEMS: CT has retained the current log, Retain Date: 07/31/2008, Expected Purge Date: 08/05/2008
Image SOP - Page(s): 47
Email Notification, Teresa Rawson trawson@gategourmet.com
Email Notification, Kevin Forjette kforjette@gategourmet.com
Email Notification, Kim Browning kbrowning@gategourmet.com
Email Notification, Ferhana Ali FAli@gategourmet.com

SIGNED: C T Corporation System
PER: Tawana Carter
ADDRESS: 208 South LaSalle Street
Suite 814
Chicago, IL 60604
TELEPHONE: 312-345-4336

Page 1 of 1 / TL

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

Gate Gourmet, Inc.
 c/o Reg. Agent CT Corp System
 280 S. LaSalle St., Suite 814
 Chicago, IL 60604

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602

☐ District 2 - Skokie
 5600 Old Orchard Rd.
 Skokie, IL 60077

☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008

☐ District 4 - Maywood
 1500 Maybrook Ave.
 Maywood, IL 60153

☐ District 5 - Bridgeview
 10220 S. 76th Ave.
 Bridgeview, IL 60455

☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60426

☐ Child Support
 28 North Clark St., Room 200
 Chicago, Illinois 60602

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 44534Name: John E. Untereker/Working Hands Legal ClinicAtty. for: PlaintiffsAddress: 77 W. Washington St., Suite 1402City/State/Zip: Chicago, IL 60602Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at: _____

WITNESS, _____

JUL 22 2008

DOROTHY BROWN
CLERK OF CIRCUIT COURT

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant or other person)

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

Gate Gourmet, Inc.
 c/o Reg. Agent CT Corp System
 280 S. LaSalle St., Suite 814
 Chicago, IL 60604

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

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JUL 22 2008

WITNESS, _____

Atty. No.: 44534Name: John E. Untereker/Working Hands Legal ClinicAtty. for: PlaintiffsAddress: 77 W. Washington St., Suite 1402City/State/Zip: Chicago, IL 60602Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at: _____

DOROTHY BROWN

CLERK OF CIR. Clerk of Court

Date of service: _____
 (To be inserted by officer on copy left with defendant
 or other person)

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED - 2
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO,
AMERICA GARCIA, ORALIA PALACIOS, MIGUEL
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,
LUCIA PORTILLO, RENE CORDOBA, and
FRANCISCO MEDINA, on behalf of themselves and
all other persons similarly situated, known and unknown,

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,
ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE
GOURMET, INC., AIR MENZIES INTERNATIONAL
(USA), INC., SWISSPORT CARGO SERVICES, INC.,
APEX PLASTIC FINISHING COMPANY, JD
NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,
individually,

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLA Class Period" for the IDTLA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs’ “employer” as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been “a day and temporary labor service agency” as defined by the IDTLSA. 820 ILCS 175/5.

20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.

21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

22. Defendant Deastis resides in this judicial district.

23. Defendant United is a foreign corporation and does business within the State of Illinois.

24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.

26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.

28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

30. Since January 1, 2006, Defendant Alitalia has been a “third party client” of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.

32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.

34. Since January 1, 2006, Defendant Singapore has been a “third party client” of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.

36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.

38. Since January 1, 2006, Defendant Gate Gourmet has been a “third party client” of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.

40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.

42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.

44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.

46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.

48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.

50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

- a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLA.

81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.

82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

**Violation of the Illinois Minimum Wage Law – Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

**Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices
(Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

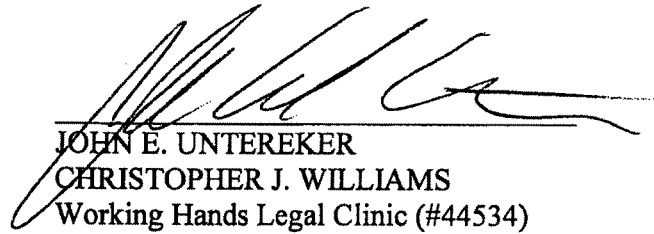
146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

A handwritten signature in black ink, appearing to read 'John E. Untereker', is written over a horizontal line.

JOHN E. UNTEREKER

CHRISTOPHER J. WILLIAMS

Working Hands Legal Clinic (#44534)

77 W. Washington, Suite 1402

Chicago, IL 60602

(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24444

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Employee Number: 0780
Department Number:
Social Security Number: XXX-XX-3766
Marital Status: SINGLE
Number Of Allowances: 05
Rate: 9.0000

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	249.43
			IL ST	5.03	25.63
			E I C	26.77	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$360.00	\$5.80	\$354.20

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TEAR HERE

Earnings Statement

AS EASY AS PAY

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

Employee Number: 0780

Department Number:

Social Security Number:

Marital Status: SINGLE

Number Of Allowances: 05

Rate: 7.0000

Rate:

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.75	249.43
			IL ST		25.63
			E I C	- 10.00	283.50

Gross Pay Year To Date			
\$3,260.50			
Gross Pay This Period	Total Deductions This Period	Net Pay This Period	
\$49.00	\$6.25-	\$55.25	

EXHIBIT B

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23162

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGLAR	40.00	360.00	FICA	27.54	315.95
O/TIME			IL ST	2.72	30.87
			E I C	31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06-	\$361.06

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23163

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	17.15	154.35	FICA	11.81	315.95
O/TIME			IL ST		30.87
			E I C	31.49	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$154.35	\$19.68-	\$174.03

EXHIBIT C

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
S - 5FILING STATUS
S - 5CHECK DATE
09/07/2007PERIOD END
09/02/2007CHECK NO.
006246

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	16.00	136.00	402.00	3,092.00	Federal W/H	0.00	6.21
Overtime	0.00	0.00	7.50	84.38	FICA	8.43	196.94
					E.I.C.	-27.74	-329.89
					Medicare	1.97	46.05
					IL State W/H	1.20	58.90

GROSS EARNINGS: 136.00
 NET EARNINGS: 152.14
 TOTAL DEDUCTIONS: -16.14
 -21.79

MEMO Verify name, address, social security #

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
[REDACTED]PERIOD END
09/02/2007CHECK NO.
006246

W.E. Date
9/2/2007
9/2/2007

Customer Name
Menzies Aviation
Swissport Cargo - 7013

Hrs Type
Straight Time
Straight Time
Straight Time

Hours
16.00
8.00
40.00
64.00

Pay Rate
8.50
7.50
7.50

Gross Pay
136.00
60.00
300.00
496.00

EXHIBIT D

EMPLOYEE 51-0000612 Hernandez, J SOCIAL SEC. NO. [REDACTED] FILING STATUS M-1 CHECK DATE 11/02/2007 PERIOD END 10/28/2007 CHECK NO. 007434

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	6.00	51.00	803.00	6,478.75	Federal W/H	0.00	186.46
Overtime	0.00	0.00	20.00	240.08	FICA	3.16	416.57
					Medicare	0.74	97.42
					IL State W/H	0.95	183.61

GROSS EARNINGS: 51.00

NET EARNINGS: 46.15

TOTAL DEDUCTIONS: 4.85

884.06

MEMO Verify name, address, social security #

EMPLOYEE 51-0000612 Hernandez, J

SC [REDACTED]

PERIOD END 10/28/2007 CHECK NO. 007434

W.E. Date 10/28/2007 Customer Name Menzies Aviation
10/28/2007 Swissport Cargo -7015

Hrs Type
Straight Time
Straight Time

Hours
6.00
40.00
46.00

Pay Rate
8.50
8.00

Gross Pay
51.00
320.00
371.00

EXHIBIT B



CORPORATION SERVICE COMPANY

Notice of Service of Process

VR1 / ALL
Transmittal Number: 5948609
Date Processed: 08/04/2008

Primary Contact: Kim Niebuhr
UAL Corporation (United Airlines)
77 W Wacker
Floor 16th
Chicago, IL 60601

Copy of transmittal only provided to: Sarah Voss

Entity:	UAL Corporation Entity ID Number 0220042
Entity Served:	UAL Corporation
Title of Action:	Marcelino Andrade vs. Ideal Staffing Solutions, Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Labor / Employment
Court:	Circuit Court Cook County, Illinois
Case Number:	08CH25610
Jurisdiction Served:	Illinois
Date Served on CSC:	08/04/2008
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Plaintiff's Attorney:	John E. Untereker 312-795-9115

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2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

UAL Corporation
 c/o Reg. Agent Prentice Hall Corp
 33 N. LaSalle St.
 Chicago, IL 60602

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

JUL 22 2008

Atty. No.: 44534

Name: John E. Untereker/Working Hands Legal Clinic

Atty. for: Plaintiffs

Address: 77 W. Washington St., Suite 1402

City/State/Zip: Chicago, IL 60602

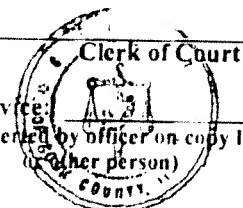
Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at:

WITNESS,

DOROTHY BROWN
 CLERK OF COURT

Date of service: _____
 (To be inserted by officer on copy left with defendant
 or other person)



(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

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- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
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1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
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Atty. No.: 44534Name: John E. Untereker/Working Hands Legal ClinicAtty. for: PlaintiffsAddress: 77 W. Washington St., Suite 1402City/State/Zip: Chicago, IL 60602Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at: _____

WITNESS, JUL 22 2008

DOROTHY BROWN
 CLERK OF THE COURT

Date of service: _____
 (To be inserted by officer on copy left with defendant
 or other person)

(Area Code) 312 (Facsimile Telephone Number) _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED - 2
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO,)
AMERICA GARCIA, ORALIA PALACIOS, MIGUEL)
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,)
LUCIA PORTILLO, RENE CORDOBA, and)
FRANCISCO MEDINA, on behalf of themselves and)
all other persons similarly situated, known and unknown,)

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,)
ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE)
GOURMET, INC., AIR MENZIES INTERNATIONAL)
(USA), INC., SWISSPORT CARGO SERVICES, INC.,)
APEX PLASTIC FINISHING COMPANY, JD)
NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,)
individually,)

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLA Class Period" for the IDTLA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.

21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

22. Defendant Deastis resides in this judicial district.

23. Defendant United is a foreign corporation and does business within the State of Illinois.

24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.

26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.

28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

30. Since January 1, 2006, Defendant Alitalia has been a “third party client” of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.

32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.

34. Since January 1, 2006, Defendant Singapore has been a “third party client” of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.

36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.

38. Since January 1, 2006, Defendant Gate Gourmet has been a “third party client” of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.

40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.

42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.

44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.

46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.

48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.

50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a “third party client” of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by “splitting” their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- i. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

- a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLSA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLSA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLA.

81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.

82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

**Violation of the Illinois Minimum Wage Law – Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLSA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLSA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLSA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLSA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices (Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA, 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

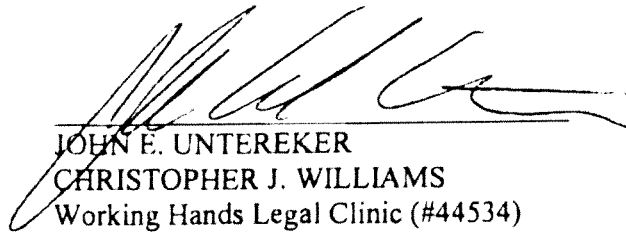
146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

A handwritten signature in black ink, appearing to read "Christopher J. Williams", is written over a horizontal line.

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, IL 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24444

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Employee Number: 0780
Department Number:
Social Security Number: XXX-XX-3766
Marital Status: SINGLE
Number Of Allowances: 05
Rate: 9.0000

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	249.43
			IL ST	5.03	25.63
			E I C	26.77	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$360.00	\$5.80	\$354.20

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TEAR HERE

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

Employee Number: 0780
Department Number:
Social Security Number: XXX-XX-3766
Marital Status: SINGLE
Number Of Allowances: 05
Rate: 7.0000

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.75	249.43
			IL ST		25.63
			E I C	10.00	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$49.00	\$6.25	\$55.25

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EXHIBIT B

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23162

Employee Number: 0703
Department Number: XXX-XX-9087
Social Security Number: MARRIED
Marital Status: 07
Number Of Allowances: 9.0000
Rate:

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	315.95
O/TIME			IL ST	2.72	30.87
			E I C	31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06	\$361.06

A36

Earnings Statement



IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23163

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	17.15	154.35	FICA	11.81	315.95
O/TIME			IL ST		30.87
			E I C	31.49	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$154.35	\$19.68-	\$174.03

EXHIBIT C

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO. [REDACTED]
FILING STATUS
S - 5CHECK DATE
09/07/2007PERIOD END
09/02/2007CHECK NO.
006246

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	YTD	AMOUNT	YTD
Straight Time	16.00	136.00	402.00	3,092.00	Federal W/H		0.00	6.21
Overtime	0.00	0.00	7.50	84.38	FICA		8.43	196.94
					E.I.C.		-27.74	-329.89
					Medicare		1.97	46.05
					IL State W/H		1.20	58.90

GROSS EARNINGS:

136.00

3,176.38

TOTAL DEDUCTIONS:

-16.14

-21.79

NET EARNINGS:

152.14

MEMO Verify name, address, social security #

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
346-95-3766PERIOD END
09/02/2007CHECK NO.
006246

W.E. Date	Customer Name
9/2/2007	Menzies Aviation
9/2/2007	Swissport Cargo - 7015

Hrs Type	Hours	Pay Rate	Gross Pay
Straight Time	16.00	8.50	136.00
Straight Time	8.00	7.50	60.00
Straight Time	40.00	7.50	300.00
	64.00		496.00

EXHIBIT D

EMPLOYEE
51-0000612 Hernandez, JSOCIAL SEC. NO.
[REDACTED]FILING STATUS
M - 1CHECK DATE
11/02/2007PERIOD END
10/28/2007CHECK NO.
007434

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	6.00	51.00	803.00	6,478.75	Federal W/H	0.00	186.46
Overtime	0.00	0.00	20.00	240.00	FICA	3.16	416.57
					Medicare	0.74	97.42
					IL State W/H	0.95	183.61

GROSS EARNINGS:

51.00

6,718.75

TOTAL DEDUCTIONS:

4.85

884.06

NET EARNINGS:

46.15

MEMO Verify name, address, social security #

EMPLOYEE

[REDACTED]

PERIOD END
10/28/2007CHECK NO.
007434

W.E. Date Customer Name

10/28/2007 Menzies Aviation

10/28/2007 Swissport Cargo -7015

Hrs Type

Straight Time

Straight Time

Hours

6.00

40.00

Pay Rate

8.50

8.00

Gross Pay

51.00

320.00

371.00

EXHIBIT C

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

No. 08 CH 25610

Apex Plastic Finishing Company
 c/o Reg. Agent William P. Elzer
 1040 Industrial Drive
 Bensenville, IL 60106

v.
 Ideal Staffing Solutions, Inc. et al.

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 44534

Name: John E. Untereker/Working Hands Legal Clinic

Atty. for: Plaintiffs

Address: 77 W. Washington St., Suite 1402

City/State/Zip: Chicago, IL 60602

Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at:

WITNESS,

JUL 22 2008

DOROTHY BROWN
 CLERK OF CIRCUIT COURT
 Clerk of Court

Date of service:

(To be inserted by officer on copy left with defendant
 or other person)

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO, OF COOK)
AMERICA GARCIA, ORALIA PALACIOS, MIGUEL)
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,)
LUCIA PORTILLO, RENE CORDOBA, and)
FRANCISCO MEDINA, on behalf of themselves and)
all other persons similarly situated, known and unknown,)

Plaintiffs,)

v.)

Case No.)

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,)
ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE)
GOURMET, INC., AIR MENZIES INTERNATIONAL)
(USA), INC., SWISSPORT CARGO SERVICES, INC.,)
APEX PLASTIC FINISHING COMPANY, JD)
NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,)
individually,)

Defendants.)

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLA Class Period" for the IDTLA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLA Class period.

b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:

- i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
- ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
- iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
- iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
- v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
- vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

**Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices
(Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did work in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

A handwritten signature in black ink, appearing to read 'John E. Untereker', is written over a horizontal line.

JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS
Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, IL 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24444

Employee Number: 0780

Department Number:

Social Security Number: XXX-XX-3766

Marital Status: SINGLE

Number Of Allowances: 05

Rate: 9.0000

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	249.43
			IL ST	5.03	25.63
			E I C	- 26.77	- 283.50

Gross Pay Year To Date
\$3,260.50

Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$360.00	\$5.80	\$354.20

TFAR HERE

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

Employee Number: 0780
Department Number: XXX-XX-3766
Social Security Number: SINGLE
Marital Status: 05
Number Of Allowances: 7.0000
Rate:

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.75	249.43
			IL ST		25.63
			E I C	- 10.00	- 283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$49.00	\$6.25-	\$55.25

TEAR HERE

EXHIBIT B

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23162

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions	
Description	Hours	This Period	This Period	Year-To-Date
REGULAR	40.00	360.00	27.54	315.95
O/TIME			2.72	30.87
			31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06-	\$361.06

©2001 Automatic Data Processing

FARHERB

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

ADP EASY PAY

Employee Number:	0703	BERNICE JACINTO
Department Number:		1066 IRVING PARK RD
Social Security Number:	XXX-XX-9087	BENSENVILLE, IL 60106
Marital Status:	MARRIED	
Number Of Allowances:	07	
Rate:	9.0000	

[illegible]

EXHIBIT C

EMPLOYEE
51-0000444 Andrade, I

FILING STATUS
S - 5

CHECK DATE 09/07/2007
PERIOD END 09/02/2007
CHECK NO. 006246

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	16.00	136.00	402.00	3,092.00	Federal W/H	0.00	196.94
Overtime	0.00	0.00	7.50	84.38	FICA	8.43	329.89
					E.I.C.	-27.74	46.05
					Medicare	1.97	58.90
					IL State W/H	1.20	

GROSS EARNINGS: 136.00
NET EARNINGS: 152.14

MEMO Verify name, address, social security #

TOTAL DEDUCTIONS: -16.14

-21.79

EMPLOYEE
51-0000444 Andrade, I

SOCIAL SEC. NO.
346-95-3766

PERIOD END 09/02/2007
CHECK NO. 006246

W.E. Date 9/2/2007
Customer Name Menzies Aviation
Swissport Cargo -7015

Hrs Type
Straight Time
Straight Time
Straight Time

Hours	Pay Rate	Gross Pay
16.00	8.50	136.00
8.00	7.50	60.00
40.00	7.50	300.00
64.00		496.00

EXHIBIT D

EMPLOYEE
51-0000612 Hernandez, JSOCIAL SEC. NO. [REDACTED]
FILING STATUS
M - 1CHECK DATE
11/02/2007PERIOD END
10/28/2007CHECK NO.
007434

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	6.00	51.00	803.00	6,478.75	FICA	3.16	416.57
Overtime	0.00	0.00	20.00	240.00	Medicare	0.74	97.42
					IL State W/H	0.95	183.61

GROSS EARNINGS:

51.00

6,718.75

TOTAL DEDUCTIONS:

4.85

884.06

NET EARNINGS:

46.15

MEMO Verify name, address, social security #

EMPLOYEE

51-0000612 Hernandez, J

SOCIAL SEC. NO.
638-66-3124PERIOD END
10/28/2007CHECK NO.
007434

W.E. Date	Customer Name
10/28/2007	Menzies Aviation
10/28/2007	Swissport Cargo -7015

Hrs Type
Straight Time
Straight Time

Hours	Pay Rate	Gross Pay
6.00	8.50	51.00
40.00	8.00	320.00
46.00		371.00

EXHIBIT D

COPY

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

JD Norman Industries, Inc.
 c/o Reg. Agent Justin D. Norman
 787 Belden Avenue
 Addison, IL 60101

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 44534

WITNESS, JUL 22 2008

Name: John E. Untereker/Working Hands Legal Clinic

Atty. for: Plaintiffs

Address: 77 W. Washington St., Suite 1402

City/State/Zip: Chicago, IL 60602

Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at:

DOROTHY BROWN
 CLERK OF COURT

Date of service:
 (To be inserted by officer on copy left with defendant
 or other person)

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MARCELINO ANDRADE, BERENICE JACINTO,
AMERICA GARCIA, ORALIA PALACIOS, MIGUEL
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,
LUCIA PORTILLO, RENE CORDOBA, and
FRANCISCO MEDINA, on behalf of themselves and
all other persons similarly situated, known and unknown,

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,
ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE
GOURMET, INC., AIR MENZIES INTERNATIONAL
(USA), INC., SWISSPORT CARGO SERVICES, INC.,
APEX PLASTIC FINISHING COMPANY, JD
NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,
individually,

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLA. 820 ILCS 175/5.

20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.

21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

22. Defendant Deastis resides in this judicial district.

23. Defendant United is a foreign corporation and does business within the State of Illinois.

24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.

26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.

28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.

32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.

34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.

36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.

38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.

40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.

42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.

44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.

46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.

48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.

50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

- a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLA.

81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.

82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

**Violation of the Illinois Minimum Wage Law – Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

**Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices
(Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLSA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLSA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLSA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLSA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLA, 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

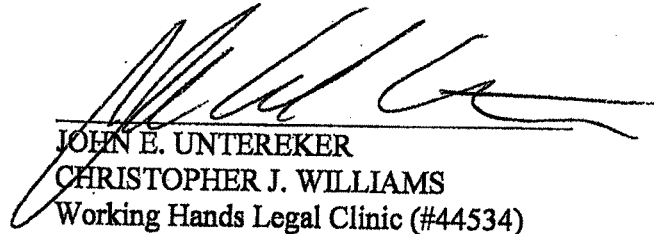
146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

A handwritten signature in black ink, appearing to read 'John E. Untereker', is written over a horizontal line.

JOHN E. UNTEREKER

CHRISTOPHER J. WILLIAMS

Working Hands Legal Clinic (#44534)

77 W. Washington, Suite 1402

Chicago, IL 60602

(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

Earnings Statement



IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24444

Employee Number: 0780
Department Number: XXX-XX-3766
Social Security Number: SINGLE
Marital Status: 05
Number Of Allowances: 9.0000
Rate:

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings		Taxes and Deductions	
Description	Hours	This Period	Year-To-Date
REG-AR	40.00	360.00	3260.50
FICA		27.54	249.43
INC-ST		5.03	25.63
INC-FC		26.77	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$360.00	\$5.80	\$354.20

copy copy

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Employee Number: 0780
Department Number: XXX-XX-3766
Social Security Number: SINGLE
Marital Status: 05
Number Of Allowances: 7.0000
Rate:

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.93	249.43
			IL ST		25.63
			FICA	10.00	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$49.00	\$6.25	\$55.25

TEAR HERE

EXHIBIT B

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/08/2007
Check #: 23162

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	315.95
O/TIME			IL ST	2.72	30.87
			E I C	31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06-	\$361.06

EXHIBIT C

EMPLOYEE SOCIAL SEC. NO. FILING STATUS CHECK DAY PERIOD END CHECK NO.

51-0000444 346-95-3766 S F 09/03/2007 09/03/2007 006246

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	16.00	136.00	402.00	1,092.00	Federal W/H	9.00	6.21
Overtime	0.00	0.00	7.50	84.38	FICA	8.43	196.84
					E.I.C.	27.24	329.89
					Medicare	1.97	46.05
					FL State W/H	1.20	58.90

GROSS EARNINGS

136.00

3,176.38

TOTAL DEDUCTIONS

16.14

21.79

NET EARNINGS

132.14

MEMO Verify name, address, social security #

EMPLOYEE

SOCIAL SEC. NO.

PERIOD END

CHECK NO.

51-0000444 Andrade, J

346-95-3766

09/03/2007

006246

W2 Date

Employer Name

Net Pay

Gross Pay

Hours

Pay Rate

Gross Pay

9/2/2007

Wells Fargo Bank

Net Pay

Gross Pay

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Pay Rate

Gross Pay

EXHIBIT D

EMPLOYEE	SOCIAL SEC. NO.	FILING STATUS	CHECK DATE	PERIOD END	CHECK NO.
514000613 Hernandez, J	638-66-3124	M	10/22/2007	10/28/2007	007434
Earnings	Current	YTD	DEDUCTION	AMOUNT	YTD
Type	Hours	Amount	Federal W/H		
Straight Time	6.00	51.00	FICA	3.15	416.57
Overtime	0.00	0.00	Medicare	0.74	97.42
			H State W/H	0.95	183.61
GROSS EARNINGS				51.00	
NET EARNINGS				46.15	
MEMO Verify name, address, social security #					
TOTAL DEDUCTIONS				4.85	884.06

EMPLOYEE	SOCIAL SEC. NO.	PERIOD END	CHECK NO.
514000613 Hernandez, J	638-66-3124	10/28/2007	007434
WFE Date	Customer Name	Hours	Rate
10/28/2007	Wizards Academy	6.00	8.50
10/28/2007	Wizards Academy	0.00	0.00
Straight Time		6.00	51.00
Straight Time		0.00	0.00
Gross Pay			51.00
Deductions			4.85
Net Pay			46.15

JD Norman Industries

787 Belden Avenue
Addison, Illinois 60101-4498

JUDGE MANNING

MAGISTRATE JUDGE DENLOW

EXHIBIT E

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

Air Menzies International
 c/o Reg. Agent XL Corporate Services,
 Inc.
 2501 Chatham Road, Suite 110
 Springfield, IL 62701-1000

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 44534

Name: John E. Untereker/Working Hands Legal Clinic

Atty. for: Plaintiffs

Address: 77 W. Washington St., Suite 1402

City/State/Zip: Chicago, IL 60602

Telephone: (312)-795-9115

Service by Facsimile Transmission will be accepted at:

WITNESS, JUL 22 2008, _____

DOROTHY BROWN
 CLERK OF CIRCUIT COURT
 Clerk of Court

Date of service: _____
 (To be inserted by officer on copy left with defendant
 or other person)

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED - 2
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO,
 AMERICA GARCIA, ORALIA PALACIOS, MIGUEL
 RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,
 LUCIA PORTILLO, RENE CORDOBA, and
 FRANCISCO MEDINA, on behalf of themselves and
 all other persons similarly situated, known and unknown,

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,
 ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE
 GOURMET, INC., AIR MENZIES INTERNATIONAL
 (USA), INC., SWISSPORT CARGO SERVICES, INC.,
 APEX PLASTIC FINISHING COMPANY, JD
 NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,
 individually,

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLSA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLSA. 820 ILCS 175/5.

20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.

21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

22. Defendant Deastis resides in this judicial district.

23. Defendant United is a foreign corporation and does business within the State of Illinois.

24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.

26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.

28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.

32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.

34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.

36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.

38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.

40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.

42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.

44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.

46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.

48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.

50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

- a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLA.

81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.

82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

**Violation of the Illinois Minimum Wage Law – Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLSA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

**Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices
(Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice (Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLSA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLSA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLSA, 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLSA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLSA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

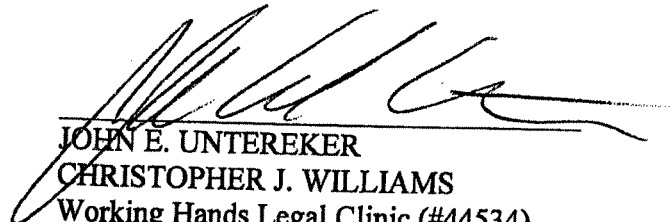
146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Dated: July 17, 2008

Respectfully submitted,



JOHN E. UNTEREKER
CHRISTOPHER J. WILLIAMS

Working Hands Legal Clinic (#44534)
77 W. Washington, Suite 1402
Chicago, IL 60602
(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

Employee Number: 0780
Department Number:
Social Security Number: XXX-XX-3766
Marital Status: SINGLE
Number Of Allowances: 05
Rate: 7.0000

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.75	249.43
			IL ST		25.63
			E I C	10.00	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$49.00	\$6.25	\$55.25

COPIES

EXHIBIT B

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23162

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	315.95
O/TIME			IL ST	2.72	30.87
			E I C	31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06	\$361.06

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23163

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	17.15	154.35	FICA	11.81	315.95
O/TIME			IL ST		30.87
			E I C	31.49	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$154.35	\$19.68 -	\$174.03

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
346-95-3766FILING STATUS
S - 5CHECK DATE
09/07/2007PERIOD END
09/02/2007CHECK NO.
006246

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount
Straight Time	16.00	136.00	402.00	3,092.00
Overtime	0.00	0.00	7.50	84.38

DEDUCTION	AMOUNT	YTD
Federal W/H	0.00	6.21
FICA	8.43	196.94
E.I.C.	-27.74	-329.89
Medicare	1.97	46.05
IL State W/H	1.20	58.90

GROSS EARNINGS
136.00NET EARNINGS
132.14

3,176.38

TOTAL DEDUCTIONS:
-16.14

21.79

MEMO Verify name, address, social security #

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
346-95-3766PERIOD END
09/02/2007CHECK NO.
006246

W.E. Date	Customer Name
9/2/2007	Menzies Aviation
9/2/2007	Swissport Cargo - 7015

Hours Type	Pay Rate	Gross Pay
Straight Time	8.50	136.00
Straight Time	7.50	60.00
Straight Time	7.50	300.00
		496.00

Hours	Pay Rate	Gross Pay
16.00	8.50	136.00
8.00	7.50	60.00
40.00	7.50	300.00
64.00		496.00

EXHIBIT D

EMPLOYEE 51-0000612 Hernandez, J SOCIAL SEC. NO. 638-66-3124 FILING STATUS M - 1 CHECK DATE 11/02/2007 PERIOD END 10/28/2007 CHECK NO. 007434

Earnings Type	Current Hours	Current Amount	YTD Hours	YTD Amount	DEDUCTION	AMOUNT	YTD
Straight Time	6.00	51.00	803.00	6,478.75	FICA	3.16	418.57
Overtime	0.00	0.00	20.00	240.00	Medicare	0.74	97.42
					IL State W/H	0.95	183.61

GROSS EARNINGS: 51.00 6,718.75 TOTAL DEDUCTIONS: 4.85 884.06
NET EARNINGS: 46.15

MEMO Verify name, address, social security #

EMPLOYEE 51-0000612 Hernandez, J SOCIAL SEC. NO. 638-66-3124 PERIOD END 10/28/2007 CHECK NO. 007434

W/E Date	Customer Name	Els Type	Hours	Pay Rate	Gross Pay
10/28/2007	Menzies Aviation	Straight Time	6.00	8.50	51.00
10/28/2007	Swissport Cargo -7015	Straight Time	40.00	8.00	320.00
			46.00		371.00

From: Origin ID: SPIA (217) 698-8710
Dave Weber
FAXXON LGL INFO SVCS, INC
2501 Chatham Road
SUITE 110
SPRINGFIELD, IL 62704



JCL5080408/20/23

SHIP TO: (800) 221-2972

BILL RECIPIENT

Lauren DePass
Blumberg Excelsior
62 White Street

New York, NY 10013

Ship Date: 28JUL08
Act/Wgt: 1.0 LB
System#: 1102224/INET8061
Account#: S *****

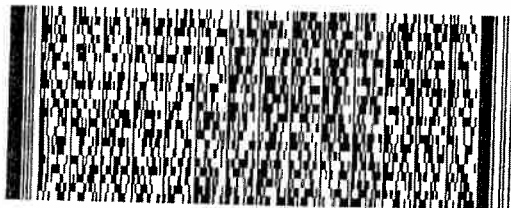
Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

TRK# 7970 3662 7006
0201

TUE - 29JUL A1
STANDARD OVERNIGHT



NH AYZA

10013
NY-US
EWR



EXHIBIT F

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

CCG N001-10M-1-07-05 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, Chancery DIVISION

(Name all parties)
 Marcelino Andrade et al.

v.
 Ideal Staffing Solutions, Inc. et al.

No. 08 CH 25610

Swissport Cargo Services, Inc.
 c/o Reg. Agent Illinois Corporation
 Service C
 801 Adlai Stevenson Drive
 Springfield, IL 62703-4261

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- | | | |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60426 | <input type="checkbox"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

JUL 22 2008

Atty. No.: 44534

Name: John E. Untereker/Working Hands Legal Clinic

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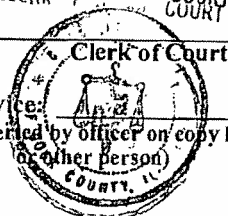
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DOROTHY BROWN
 CLERK OF CIRCUIT COURT
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DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED - 2
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MARCELINO ANDRADE, BERENICE JACINTO,
AMERICA GARCIA, ORALIA PALACIOS, MIGUEL
RUBIO, ISMAEL ANDRADE, JOSE HERNANDEZ,
LUCIA PORTILLO, RENE CORDOBA, and
FRANCISCO MEDINA, on behalf of themselves and
all other persons similarly situated, known and unknown,

Plaintiffs,

v.

IDEAL STAFFING SOLUTIONS, INC., UAL, INC.,
ALITALIA AIRLINES, SINGAPORE AIRLINES, GATE
GOURMET, INC., AIR MENZIES INTERNATIONAL
(USA), INC., SWISSPORT CARGO SERVICES, INC.,
APEX PLASTIC FINISHING COMPANY, JD
NORMAN INDUSTRIES, INC. and DIEGO DEASTIS,
individually,

Defendants.

Case No.

08CH25610

COMPLAINT

Plaintiffs Marcelino Andrade, America Garcia, Berenice Jacinto, Oralia Palacios, Miguel Rubio, Ismael Andrade, Jose Hernandez, Lucia Portillo, Rene Cordoba, and Francisco Medina, on behalf of themselves and other similarly situated employees, known and unknown, through their attorneys, for their Complaint against Defendants Ideal Staffing Solutions, Inc. ("Ideal"), UAL, Inc. ("United"), Alitalia Airlines ("Alitalia"), Singapore Airlines ("Singapore"), Gate Gourmet, Inc. ("Gate Gourmet"), Air Menzies International(USA), Inc. ("Menzies"), Swissport Cargo Services, Inc. ("Swissport"), APEX Plastic Finishing Company ("APEX"), JD Norman Industries, Inc. ("JD Norman"), and Diego Deastis ("Deastis"), individually, (collectively "Defendants"), state as follows:

I. INTRODUCTION

1. Plaintiffs are low-wage workers who were hired by a temporary staffing agency, Ideal, to work at eight different client companies located at or near O'Hare International Airport, including United, Alitalia, Singapore Airlines, Gate Gourmet, Menzies, and Swissport. Plaintiffs make a claim for unpaid overtime and other earned wages on behalf of themselves and a class of similarly situated employees. Plaintiffs and the class seek recovery of their owed wages from Ideal and Ideal's client companies jointly in that all benefited from the illegal schemes used to deny Plaintiffs and the class their earned wages thereby reducing labor costs. Plaintiffs also seek recovery for Defendants' violation of protections specifically guaranteed to day laborers by Illinois law.

II. NATURE OF PLAINTIFFS' CLAIMS

2. This lawsuit arises under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* ("IMWL"), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* ("IWPCA"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 115/1 *et seq.* ("IDTLSA"), for: 1) Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees in violation of the IMWL and the IDTLSA; 2) all Defendants' failure to pay minimum wages to Plaintiffs and other similarly situated employees in violation of the IMWL and IDTLSA; 3) all Defendants' failure to pay all earned wages to Plaintiffs and other similarly situated employees in violation of the IWPCA and the IDTLSA; 4) Defendant Ideal's failure to compensate Plaintiffs Berenice Jacinto, Lucia Portillo and similarly situated employees for a minimum of four (4) hours on days when they were contracted to work, but were not utilized as required by the IDTLSA; 5) Defendant Ideal's failure to provide Plaintiffs and

similarly situated employees with Employment Notices as required by the IDTLSA; 6) Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLSA. Plaintiffs bring this lawsuit as a class action, under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, seeking damages and other equitable relief under the IMWL, the IWPCA and the IDTLSA on behalf of Plaintiffs and all other similarly situated employees of Defendants. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto also bring individual claims under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* ("FLSA") for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay federally mandated minimum wages and overtime wages.

3. The "IMWL Class Period" for the IMWL overtime and minimum wage claims is designated as the period beginning July 17, 2005 based on the limitations period of the IMWL. The "IWPCA Class Period" for the IWPCA claim is designated as the period beginning July 17, 2003 based on the limitations period of the IWPCA. The "IDTLSA Class Period" for the IDTLSA claims is designated as the period beginning January 1, 2006, the effective date of the IDTLSA, to the present, based upon Plaintiffs' allegations that the violations of the IDTLSA, as described more fully below, have been ongoing since that time.

III. JURISDICTION

4. Jurisdiction in this Court is proper pursuant to 735 ILCS 5/2-209(a)(1) because Defendants committed the violations of the IMWL, the IWPCA and the IDTLSA complained of herein in Illinois and, pursuant to 735 ILCS 5/2-209(b)(4), because Defendants conduct and transact business from and within the state of Illinois.

IV. VENUE

5. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 in that Plaintiffs and other members of the Class performed work for Defendants within Cook County, Illinois, a substantial number of the acts complained of herein occurred within Cook County, Illinois, and Defendants have maintained offices and transacted business during the Class Period within Cook County, Illinois.

V. PARTIES

A. Plaintiffs

6. At all relevant times, Plaintiff Marcelino Andrade has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

7. At all relevant times, Plaintiff America Garcia has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman and APEX.

8. At all relevant times, Plaintiff Berenice Jacinto has been an “employee” of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a “day or temporary laborer” as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX and Gate Gourmet.

9. At all relevant times, Plaintiff Oralia Palacios has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including JD Norman.

10. At all relevant times, Plaintiff Miguel Rubio has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies.

11. At all relevant times, Plaintiff Ismael Andrade has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

12. At all relevant times, Plaintiff Jose Hernandez has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLSA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Menzies and Alitalia.

13. At all relevant times, Plaintiff Lucia Portillo has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the

IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including APEX.

14. At all relevant times, Plaintiff Rene Cordoba has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including Swissport and Alitalia.

15. At all relevant times, Plaintiff Francisco Medina has been an "employee" of Defendant Ideal, as that term is defined by the IMWL, IWPCA, and the FLSA, and has been employed by Defendant Ideal as a "day or temporary laborer" as that term is defined by the IDTLA, 820 ILCS 175/5, and has been leased by Defendant Ideal to work as a day or temporary laborer at various third party client companies, including United and Swissport.

B. Defendants

16. Defendant Ideal is an Illinois corporation doing business in Illinois. Defendant Ideal is day and temporary service agency located in Illinois.

17. Defendant Ideal is or has been Plaintiffs' "employer" as that term is defined by the IDTLA, the IMWL, the IWPCA, and the FLSA.

18. Since January 1, 2006, Defendant Ideal has been engaged in the business of employing day or temporary laborers to provide services, for a fee, to third party clients pursuant to contracts between itself and third party clients.

19. Since January 1, 2006, Defendant Ideal has been "a day and temporary labor service agency" as defined by the IDTLA. 820 ILCS 175/5.

20. Defendant Deastis is a principal officer of Ideal Staffing Solutions, Inc., and involved in the day-to-day business operations of Ideal. Among other things, Defendant Deastis has the authority to hire and fire employees, to direct and supervise the work of the employees, sign on the checking accounts, including payroll accounts, and participate in decisions regarding employee compensation and capital expenditures.

21. Defendant Deastis is an "employer" as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

22. Defendant Deastis resides in this judicial district.

23. Defendant United is a foreign corporation and does business within the State of Illinois.

24. Since July 17, 2003, Defendant United has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

25. Since January 1, 2006, Defendant United has contracted with Ideal in order to obtain day or temporary laborers.

26. Since January 1, 2006, Defendant United has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

27. Defendant Alitalia is a foreign corporation and does business within the State of Illinois.

28. Since July 17, 2003, Defendant Alitalia has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

29. Since January 1, 2006, Defendant Alitalia has contracted with Ideal in order to obtain day or temporary laborers.

30. Since January 1, 2006, Defendant Alitalia has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

31. Defendant Singapore is a foreign corporation and does business within the State of Illinois.

32. Since July 17, 2003, Defendant Singapore has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

33. Since January 1, 2006, Defendant Singapore has contracted with Ideal in order to obtain day or temporary laborers.

34. Since January 1, 2006, Defendant Singapore has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

35. Defendant Gate Gourmet is a foreign corporation and does business within the State of Illinois.

36. Since July 17, 2003, Defendant Gate Gourmet has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

37. Since January 1, 2006, Defendant Gate Gourmet has contracted with Ideal in order to obtain day or temporary laborers.

38. Since January 1, 2006, Defendant Gate Gourmet has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

39. Defendant Menzies is a foreign corporation and does business within the State of Illinois.

40. Since July 17, 2003, Defendant Menzies has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

41. Since January 1, 2006, Defendant Menzies has contracted with Ideal in order to obtain day or temporary laborers.

42. Since January 1, 2006, Defendant Menzies has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

43. Defendant Swissport is a foreign corporation and does business within the State of Illinois.

44. Since July 17, 2003, Defendant Swissport has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

45. Since January 1, 2006, Defendant Swissport has contracted with Ideal in order to obtain day or temporary laborers.

46. Since January 1, 2006, Defendant Swissport has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

47. Defendant APEX is incorporated under the laws of Illinois and does business within the State of Illinois.

48. Since July 17, 2003, Defendant APEX has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

49. Since January 1, 2006, Defendant APEX has contracted with Ideal in order to obtain day or temporary laborers.

50. Since January 1, 2006, Defendant APEX has been a "third party client" of Ideal as that term is defined by the IDTLA. 820 ILCS 105/5.

51. Defendant JD Norman is incorporated under the laws of Illinois and does business within the State of Illinois.

52. Since July 17, 2003, Defendant JD Norman has been an employer as defined by the IMWL, 820 ILCS 105/3(c), IWPCA, 820 ILCS 115/1 *et seq.*, and FLSA, 29 U.S.C. §203(d).

53. Since January 1, 2006, Defendant JD Norman has contracted with Ideal in order to obtain day or temporary laborers.

54. Since January 1, 2006, Defendant JD Norman has been a "third party client" of Ideal as that term is defined by the IDTLSA. 820 ILCS 105/5.

VI. FACTUAL BACKGROUND

55. Plaintiffs and other day and temporary laborers have worked for Defendant Ideal at one of its Illinois branch offices in one or more individual work weeks since July 17, 2003.

56. Defendant Ideal operates, and at all times during the Class Periods, has done business in Cook County and elsewhere within Illinois.

57. Defendants United, Alitalia, Singapore, Gate Gourmet, Menzies, Swissport, APEX, and JD Norman operate, and at all times during the Class Periods, have done business in Cook County and elsewhere within Illinois.

58. Since July 17, 2005, Defendant Ideal has failed to pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto and other Class Members at the rate of one and one-half times their regular rate of pay for all time worked over forty (40) hours in a single work week in violation of the IMWL. For example:

- a. In one scheme, Defendant Ideal and Gate Gourmet denied Plaintiff Ismael Andrade, Berenice Jacinto and other class members their earned overtime pay by "splitting" their weekly compensation between multiple paychecks so that no individual paycheck identified employees as having worked more than forty (40) hours in an individual work week. For example, see Exhibit A, attached hereto, showing Defendant Ideal issued Plaintiff Ismael Andrade two paychecks for the work he performed in the work week ending June 24, 2007, one check (#24444) compensating him for 40 hours of work at his regular rate of pay and the other check (#24445) compensating him for an additional 7 hours of work at his regular rate of

pay, or a total of 47 hours all paid at Plaintiff Ismael Andrade's regular rate of pay.

- b. For example, see Exhibit B, attached hereto, showing Defendant Ideal issued Plaintiff Berenice Jacinto two paychecks for the work she performed in the work week ending April 1, 2007 at Gate Gourmet, one check (#23162) compensating her for 40 hours of work at her regular rate of pay and the other check (#23163) compensating her for an additional 17.15 hours of work at her regular rate of pay, or a total of 57.15 hours all paid at Plaintiff Berenice Jacinto's regular rate of pay.
- c. In another scheme, Defendant Ideal, Menzies, and Alitalia denied Plaintiffs Ismael Andrade, Jose Hernandez, and other class members their earned overtime pay by paying them for all hours worked, including time worked over forty (40) hours in individual work weeks, with one check, however at their "straight-time" hourly rate of pay. For example, see Exhibit C, attached hereto, showing Defendant Ideal compensated Plaintiff Ismael Andrade for sixty-four (64) hours for the work he performed in the work week ending September 2, 2007 at his regular rate of pay. Plaintiff Ismael Andrade was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.
- d. For example, see Exhibit D, attached hereto, showing Defendant Ideal compensated Plaintiff Jose Hernandez for forty-six (46) hours for the work he performed in the work week ending October 28, 2007 at his regular rate of pay. Plaintiff Jose Hernandez was not compensated at one and one-half times his regular rate of pay for all time worked in excess of forty (40) hours for that work week.

59. Since July 17, 2005, Defendants have failed to pay Plaintiffs and other Class Members for all time they worked, which caused their hourly wage rate to fall below the state-mandated minimum wage rate in violation of the IMWL and FLSA. For example:

- a. Defendants Ideal, Swissport, and Alitalia also failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Alitalia's failure to compensate Plaintiff Marcelino Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure

to compensate Plaintiff Marcelino Andrade for all time she worked resulted in payment of less than the state and federal mandated minimum wages.

- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Berenice Jacinto for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and JD Norman's failure to compensate Plaintiff Oralia Palacios for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and Menzies 's failure to compensate Plaintiff Miguel Rubio for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and APEX's failure to compensate Plaintiff Lucia Portillo for all time she worked resulted in payment of less than the state and federal mandated minimum wages.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Ismael Andrade for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Menzies, and Alitalia's failure to compensate Plaintiff Jose Hernandez for all time he worked resulted in payment of less than the state and federal mandated minimum wages.
- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal, Swissport, and Singapore's failure to compensate Plaintiff Rene Cordoba for all time he

worked resulted in payment of less than the state and federal mandated minimum wages.

- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007. Defendants Ideal and United's failure to compensate Plaintiff Francisco Medina for all time he worked resulted in payment of less than the state and federal mandated minimum wages.

60. Since July 17, 2003, all Defendants have failed to pay Plaintiffs and other class members for all time worked at the rate agreed to by the parties in violation of the IWPCA. For example:

- a. Defendants Ideal, Swissport, and Alitalia failed to pay Plaintiff Marcelino Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- b. Defendants Ideal and JD Norman also failed to pay Plaintiff America Garcia for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- c. Defendants Ideal and APEX also failed to pay Plaintiff Berenice Jacinto for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- d. Defendants Ideal and JD Norman also failed to pay Plaintiff Oralia Palacios for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- e. Defendants Ideal and Menzies also failed to pay Plaintiff Miguel Rubio for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- f. Defendants Ideal and APEX also failed to pay Plaintiff Lucia Portillo for all time she worked in the work weeks ending November 4, 2007 and November 11, 2007.
- g. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Ismael Andrade for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- h. Defendants Ideal, Menzies, and Alitalia also failed to pay Plaintiff Jose Hernandez for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

- i. Defendants Ideal, Swissport, and Singapore also failed to pay Plaintiff Rene Cordoba for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.
- j. Defendants Ideal and United also failed to pay Plaintiff Francisco Medina for all time he worked in the work weeks ending November 4, 2007 and November 11, 2007.

61. Since January 1, 2006, Defendant Ideal has failed to provide Plaintiffs and other Class Members an "Employment Notice" at the time of dispatch to third party clients in the form of a statement containing the following items on a form approved by the Illinois Department of Labor:

- a. the name of the day or temporary laborer;
- b. the name and nature of the work to be performed;
- c. the wages offered;
- d. the name and address of the destination of each day and temporary laborer;
- e. terms of transportation; and
- f. whether a meal or equipment, or both, are provided, either by the day and temporary labor service agency or the third party client, and the cost of the meal and equipment, if any.

62. Since January 1, 2006, Defendant Ideal has likewise failed to provide Plaintiffs and other Class Members with a proper Wage Payment and Notice at the time of payment of wages in the form of an itemized statement, on the day or temporary laborers' pay stub or on a form approved by the Illinois Department of Labor, containing the total number of hours worked by the day or temporary laborer at each third party client each day during the pay period. As an example, see Exhibits B and C attached hereto.

63. Since January 1, 2006, Defendant Ideal and APEX has likewise failed to compensate Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members and other Class Members for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g). For example, Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were contracted by Defendant Ideal to work on December 7, 2007 at Defendant APEX, however they were not utilized. Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members were not paid their agreed upon rate of pay for the statutorily provided four (4) hours.

64. Defendant Ideal's failure to provide Plaintiffs and other Class Members with the required Employment Notice (820 ILCS 175/10) and Wage Payment and Notice (820 ILCS 175/30), and Plaintiffs Berenice Jacinto, Lucia Portillo, and other class members with four (4) hours of pay for contracted time not utilized (820 ILCS 175/30(g)) denied Plaintiffs and other Class Members certain information related to their employment which the Illinois legislature has determined is critical to protect the rights of day or temporary laborers. Such at-risk workers are particularly vulnerable to abuse of their labor rights, including unpaid wages, failure to pay for all hours worked, minimum wage and overtime violations, and unlawful deduction from pay for meals, transportation, equipment and other items. 820 ILCS 175/2.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action, on behalf of themselves and all other similarly situated persons, as a class action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

66. The Class that Plaintiffs seek to represent in regard to the IMWL overtime and minimum wage claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since July 17, 2005. The Class that Plaintiffs seek to represent in regard to the IWPCA claim is composed of and defined as all persons who have

been employed by Defendant Ideal as day or temporary laborers since July 17, 2003. The Class that Plaintiffs seek to represent in regard to the IDTLSA claims is composed of and defined as all persons who have been employed by Defendant Ideal as day or temporary laborers since January 1, 2006.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because:

- a. The class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant Ideal has employed thousands of persons as day or temporary laborers in Illinois during the IMWL and IWPCA Class Periods and thousands of persons as day or temporary laborers in Illinois during the IDTLSA Class period.
- b. There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. These common questions of law and fact include, without limitation:
 - i. Whether Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet failed to pay day or temporary laborers overtime wages for all time worked over forty (40) hours in individual work weeks during the IMWL Class Period;
 - ii. Whether Defendants failed to pay day or temporary laborers the Illinois mandated-minimum wages for all time worked in individual work weeks during the IMWL Class Period;
 - iii. Whether Defendants failed to pay day or temporary laborers all earned wages at the rate agreed to by the parties for all time worked in individual work weeks during the IWPCA Class Period;
 - iv. Whether Defendant Ideal failed to provide day or temporary laborers with Employment Notice as required by 820 ILCS 175/10;
 - v. Whether Defendant Ideal failed to provide day or temporary laborers with Wage Payment and Notice as required by 820 ILCS 175/30;
 - vi. Whether Defendants Ideal and APEX failed to provide day or temporary laborers with the minimum four (4) hours of compensation when contracted to work and not utilized as required by 820 ILCS 175/30(g);

- c. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour and other employment class actions.
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiffs and the class seek injunctive relief that will affect all class members in a common way. Furthermore, those class members still employed by Defendant Ideal may be reluctant to raise individual claims for fear of retaliation.

COUNT I

Violation of the Illinois Minimum Wage Law-Overtime Wages (Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet Only)

Plaintiffs incorporate and reallege paragraphs 1 through 67 as though set forth herein.

68. This count arises from the violation of the IMWL for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

69. Since July 17, 2005, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

70. Since July 17, 2005, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of,

Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

71. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

72. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

73. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the maximum hour provisions of the IMWL.

74. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since July 17, 2005, through and including the present.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of the Illinois Day and Temporary Labor Services Act-Overtime Wages
(Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto on their own behalf and
on behalf of a class against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet
Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 74 as though set forth herein.

75. This count arises from the violation of the IDTLA for Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez and the class that they represent all their earned overtime pay for time worked in excess of forty (40) hours in individual workweeks.

76. Since January 1, 2006, Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez were required and/or permitted by Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet and its third party clients to work in excess of forty (40) hours in individual workweeks, and Plaintiffs Ismael Andrade, Berenice Jacinto, Jose Hernandez did work in excess of (40) hours in individual work weeks. See paragraph 58, *supra*.

77. Since January 1, 2006, other similarly situated employees were directed by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work and did work in excess of forty (40) hours in certain individual workweeks. The specific dates and locations at which Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similar situated employees of Defendants were not compensated for all time worked in excess of forty (40) hours are contained in documents which are in the possession of, or are required to be in the possession of, Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet pursuant to the IMWL, the FLSA and the IDTLA.

78. Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class members were entitled to be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in individual work weeks.

79. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet did not pay Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and other similarly situated

employees overtime wages at the rate of one and one half time their regular rate for all time they worked in excess of forty (40) hours in individual work weeks. See paragraph 58, *supra*.

80. Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class violated the IDTLA.

81. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto represent all current and former employees of Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet who have not been paid overtime wages for all time worked in excess of forty (40) hours in individual work weeks since January 1, 2006.

82. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, Berenice Jacinto, and the class pray for a judgment against Defendants Ideal, Deastis, Menzies, Alitalia, and Gate Gourmet as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT III

**Violation of the Illinois Minimum Wage Law – Minimum Wages
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 82 as though set forth herein.

83. This count arises from the violation of the IMWL for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

84. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

85. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

86. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

87. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the minimum wage provisions of the IMWL.

88. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages in the three (3) years prior to Plaintiffs filing their lawsuit, through and including the present.

89. Pursuant to 820 ILCS 105/12(a), Plaintiffs and members of the class are entitled to recover unpaid wages for the three (3) years prior to the filing of this suit, plus damages in the amount of two percent (2%) per month of the amount of underpayment.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;

- B. A judgment in the amount of all back wages due as provided by the IMWL;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages pursuant to the formula set forth in 820 ILCS 105/12(a);
- D. Reasonable attorneys' fees and costs of this action as provided by the IMWL, 820 ILCS 105/1 *et seq.*;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT IV

Violation of the Illinois Day and Temporary Labor Services Act – Minimum Wages (Plaintiffs on their own behalf and on behalf of a class against all Defendants)

Plaintiffs incorporate and reallege paragraphs 1 through 89 as though set forth herein.

90. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent the state-mandated minimum wages for all time they worked.

91. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the Illinois minimum wage.

92. Since July 17, 2005, other class members were similarly not compensated for all hours worked in certain work weeks and, as a result, their hourly wages likewise fell below the Illinois minimum wage. The specific dates and locations at which Plaintiffs and other similar situated employees of Defendants' were not compensated the Illinois minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

93. Plaintiffs and the class members were entitled to be paid at least the Illinois minimum wage for all time worked.

94. Defendants' failure to pay the Illinois minimum wage rate to Plaintiffs and the Class violated the IDTLA.

95. Plaintiffs represent all current and former employees of Defendants' who have not been paid minimum wages since January 1, 2006.

96. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an equal amount of their unpaid wages as liquidated damages since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment for liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- C. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- D. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT V

**Violation of the Illinois Wage Payment and Collection Act—
Unpaid Wages, Non Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 96 as though set forth herein.

97. This count arises from the violation of the IWPCA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

98. During the weeks ending November 4, 2007 and November 11, 2007, Plaintiffs were not compensated for all time they worked during that individual work week as described in paragraph 60, *supra*.

99. Since July 17, 2003, other class members were similarly not compensated for all time worked in certain work weeks. The specific dates and locations at which Plaintiffs and other similarly situated employees of Defendants were not compensated for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendants and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

100. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

101. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA.

102. Plaintiffs represent all current and former employees of Defendants' who have not been paid for all time worked at the rate agreed to by the parties in the five (5) years prior to Plaintiffs filing their lawsuit, through and including the present.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due, as provided by the IWPCA;
- C. Prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- D. An injunction precluding Defendants from violating the IWPCA, 820 ILCS 115/1 *et seq.*;
- E. Such other and further relief as this Court deems appropriate and just.

COUNT VI

**Violation of the Illinois Day and Temporary Labor Services Act –
Unpaid Wages-Non-Issuance of Final Checks
(Plaintiffs on their own behalf and on behalf of a class against all Defendants)**

Plaintiffs incorporate and reallege paragraphs 1 through 102 as though set forth herein.

103. This count arises from the violation of the IDTLA for Defendants' failure to pay Plaintiffs and the class they represent wages for all time worked at the rate agreed to by the parties.

104. During the course of their employment with Defendants, Plaintiffs were not compensated for all time they worked in certain work weeks. See paragraph 60, *supra*.

105. Other class members were similarly not compensated for all time worked in certain work weeks.

106. Plaintiffs and the class members were entitled to be paid for all time worked at the rate agreed to by the parties.

107. Defendants' failure to pay Plaintiffs and the class members for all time worked at the rate agreed to by the parties violated the IWPCA, a wage and hour violation as incorporated into the IDTLA. 820 ILCS 175/95(a)(1). Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs and members of the class are entitled to recover an amount equal to their earned wages as liquidated damages since January 1, 2006.

108. Plaintiffs represent all current and former employees of Defendants who have not been paid for all time worked at the rate agreed to by the parties since January 1, 2006.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs and Class Members liquidated damages in an amount equal to the amount of unpaid overtime compensation found due since January 1, 2006 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants to account for all hours worked and wages paid to the class members during the temporality of the class;

F. Such other and further relief as this Court deems appropriate and just.

COUNT VII

**Violation of the Illinois Day and Temporary Labor Services Act-
Unpaid Wages-Statutory Minimum Pay of four (4) hours for a contracted work day
(Plaintiffs Berenice Jacinto and Lucia Portillo on their own behalf and on behalf of a class
against Defendants Ideal Staffing and APEX Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 108 as though set forth herein.

109. This count arises from the violation of the IDTLSA for Defendants Ideal's and APEX's failure to pay Plaintiffs Berenice Jacinto and Lucia Portillo and the class that they represent for a minimum of four (4) hours of pay in accordance with 820 ILCS 175/30(g).

110. Plaintiffs Berenice Jacinto and Lucia Portillo and the class they represent were contracted by Defendants Ideal to work on December 7, 2007 at Defendant APEX, and were not utilized, or paid the statutorily provided four (4) hours of pay for a contracted day. See paragraph 64, *supra*.

111. Pursuant to 820 ILCS 175/30(g), Plaintiffs Berenice Jacinto, Lucia Portillo and the class members are entitled to be paid for the statutory minimum of four (4) hours of pay when contracted to work, but not utilized.

112. Defendants Ideal and APEX's failure to pay Plaintiffs Berenice Jacinto, Lucia Portillo and the class members for the statutorily provided four (4) hours of pay for a contracted day violated the IDTLSA, 820 ILCS 175/30(g).

113. Pursuant to 820 ILCS 175/95(a)(1), Plaintiffs Berenice Jacinto, Lucia Portillo and members of the class are entitled to recover their four (4) hours of pay and an equal amount in liquidated damages from January 1, 2006.

114. Plaintiffs Berenice Jacinto and Lucia Portillo represent all current and former employees of Defendants Ideal and Defendant APEX who have not been paid the statutorily provided four (4) hours of pay for a day of contracted work without being utilized.

WHEREFORE, Plaintiffs Berenice Jacinto and Lucia Portillo and the class pray for a judgment against Defendant Ideal and Defendant APEX, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. A judgment in the amount of all back wages due as provided by the IDTLA;
- C. That the Court award Plaintiffs Berenice Jacinto and Lucia Portillo and Class Members liquidated damages in an amount equal to the amount of unpaid wages found due for December 7, 2007 pursuant to 820 ILCS 175/95(a)(1);
- D. Reasonable attorneys' fees and costs of this action as provided by the IDTLA, 820 ILCS 175/95;
- E. A determination of the rights of the parties and a direction to Defendants Ideal and APEX to account for all hours worked and wages paid to the class members during the temporality of the class;
- F. Such other and further relief as this Court deems appropriate and just.

COUNT VIII

**Violation of the Illinois Day and Temporary Labor Services Act-Employment Notices
(Plaintiffs on their own behalf and on behalf of a class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 114 as though set forth herein.

115. This count arises from the violation of the IDTLA for Defendants Ideal's failure to provide Plaintiffs and similarly situated employees with Employment Notices as required by the IDTLA.

116. Defendants Ideal's employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

117. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendants Ideal's failed to provide such persons with Employment Notices as required by the IDTLA. 820 ILCS 175/10.

118. Defendants Ideal's failed to provide Plaintiffs and other similarly situated day or temporary laborers with Employment Notices at the time of dispatch to third party clients as required by the IDTLA. 820 ILCS 175/10.

119. Plaintiffs represent all current and former employees of Defendants Ideal's who have not received Employment Notices at the time of dispatch to third party clients since July 17, 2003, through and including the present.

120. Defendants Ideal and Deastis violated the IDTLA by failing to provide to Plaintiffs and Class Members with Employment Notices as required by the IDTLA 820 ILCS 175/10.

WHEREFORE Plaintiffs and the class pray for a judgment against Defendants Ideal and Deastis, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal have violated the Employment Notice provision of the IDTLA. 820 ILCS 175/10;
- C. That the Court enjoin Defendant from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT IX

**Violation of Illinois Day and Temporary Labor Services Act-Wage Payment and Notice
(Plaintiffs on their own behalf and on behalf of class against Defendant Ideal Only)**

Plaintiffs incorporate and reallege paragraphs 1 through 120 of this Complaint.

121. This count arises from the violation of the IDTLA for Defendant Ideal's failure to provide Plaintiffs and similarly situated employees with proper Wage Payment and Notices as required by the IDTLA.

122. Defendant Ideal employed Plaintiffs and other similarly situated day or temporary laborers from before January 1, 2006.

123. In employing Plaintiffs and other similarly situated day or temporary laborers, Defendant Ideal failed to provide such persons with proper Wage Payment and Notices as required by the IDTLSA. 820 ILCS 175/30.

124. Specifically, Defendants Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with a detailed itemized statement showing the number of hours worked by the day or temporary laborer at each third party client company each day during the pay period. For example, Plaintiff Ismael Andrade's pay stubs for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

125. In addition, Defendant Ideal failed to provide the name, address and telephone number of each third party client at which the day or temporary laborer worked or, in the alternative, a code which corresponded to such required information and which was made available to Plaintiffs and other similarly situated day or temporary laborers. See, for example, Plaintiff Ismael Andrade's pay stub for the pay period ending June 24, 2007, Exhibit A as attached hereto, and Plaintiff Berenice Jacinto's pay stub for the pay period ending April 1, 2007, Exhibit B, as attached hereto.

126. Defendant Ideal failed to provide Plaintiffs and other similarly situated day or temporary laborers with proper Wage Payment and Notices at the time of payment of wages as required by the IDTLSA. 820 ILCS 175/30.

127. Plaintiffs represent all current and former employees of Defendant Ideal who have not been provided proper Wage Payment and Notices at the time of payment of wages since January 1, 2006, through and including the present.

128. Defendant Ideal violated the IDTLA by failing to provide to Plaintiffs and Class Members proper Wage Payment and Notices as required by the IDTLA, 820 ILCS 175/30.

WHEREFORE, Plaintiffs and the class pray for a judgment against Defendant Ideal, as follows:

- A. That the Court determine that this action may be maintained as a class action under 735 ILCS 5/2-801;
- B. That the Court declare that Defendant Ideal violated the Wage Payment and Notice provision of the IDTLA. 820 ILCS 175/30;
- C. That the Court enjoin Defendants Ideal from violating the IDTLA;
- D. That the Court award Plaintiffs and Class Members compensatory damages and an amount up to \$500 for the violation of each subpart of each Section of the IDTLA violated by Defendant Ideal;
- E. That Plaintiffs and the Class be awarded reasonable attorneys' fees and costs in bringing this action; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

COUNT X

**Violation of the Fair Labor Standards Act – Minimum Wages
(Plaintiffs, individually, against all Defendants)**

Plaintiffs hereby reallege and incorporate paragraphs 1 through 128 of this Complaint.

129. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay minimum wages to Plaintiffs and the class they represent the minimum wages for all the time they worked.

130. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

131. During the course of their employment by Defendants, Plaintiffs were not exempt from the minimum wage provisions of the FLSA, 29 U.S.C. §206.

132. During the weeks ending November 3, 2007 and November 10, 2007, Plaintiffs were not compensated for all time they worked during those individual work weeks as described in paragraph 59, *supra*, and as a result, their hourly wage fell below the then federally mandated minimum wage.

133. The specific dates and locations at which Plaintiffs were not compensated the then federally mandated minimum wage for all time worked are contained in documents which are in the possession of, or are required to be in the possession of, Defendant Ideal and its third party clients pursuant to the IMWL, the FLSA and the IDTLA.

134. Pursuant to 29 U.S.C. § 206, Plaintiffs are entitled to be paid at least the federally mandated minimum wage for all time worked.

135. Defendants' failure to pay the minimum wage rate to Plaintiffs violated the minimum wage hour provisions of the FLSA, 29 U.S.C. § 206.

136. Defendants willfully violated the FLSA by refusing to pay Plaintiffs wages for all time worked.

137. Pursuant to 29 U.S.C. § 255, Plaintiffs are entitled to recover unpaid minimum wages for three years prior to the filing of this suit because Defendants' failure to pay minimum wages was a willful violation of the FLSA, 29 U.S.C. § 206.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. A judgment in the amount of unpaid minimum wages for all hours worked by Plaintiff other similarly situated employees;
- B. Liquidated damages in an amount equal to the amount of unpaid wages found to be due and owing;

- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just

COUNT XI

**Violation of the Fair Labor Standards Act – Overtime Wages
(Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez individually only against
Defendants Ideal, Menzies, Alitalia, and Gate Gourmet only)**

Plaintiffs incorporate and reallege paragraphs 1 through 137 as though set forth herein.

138. This count arises from Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's violation of the FLSA, 29 U.S.C. §201, *et seq.*, for their failure to pay overtime wages to Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez at a rate of one and one half times their regular hourly rate of pay.

139. Since July 17, 2005, Defendants Ideal, Menzies, Alitalia, and Gate Gourmet have been Plaintiffs' employers as defined by the FLSA.

140. During the course of their employment by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet, Plaintiffs Ismael Andrade, Berenice Jacinto, and Jose Hernandez were not exempt from the overtime wage provisions of the FLSA, 29 U.S.C. §207.

141. Since July 17, 2005, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were required and/or permitted by Defendants Ideal, Menzies, Alitalia, and Gate Gourmet to work in excess of forty (40) hours in individual workweeks, and Plaintiffs did worked in excess of forty (40) hours in individual workweeks. See paragraph 58, *supra*.

142. Pursuant to 29 U.S.C. §207, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto were entitled to be compensated at a rate of one and one-half times her regular hourly rate of pay for all time worked in excess of forty (40) hours in individual workweeks.

143. Defendants did not compensate Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto at a rate of one and one-half times their regular hourly rate of pay for all time worked in excess of forty (40) hours in that individual work weeks. See paragraph 58, *supra*.

144. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages to Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto for all time worked in excess of forty (40) hours per week violated the FLSA, 29 U.S.C. § 207.

145. Defendants Ideal, Menzies, Alitalia, and Gate Gourmet willfully violated the FLSA by refusing to pay Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto overtime wages for all time worked in excess of forty (40) hours per week.

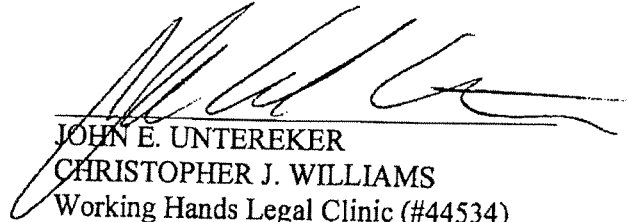
146. Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto are entitled to recover unpaid wages for up to three years prior to the filing of this suit because Defendant Ideal, Menzies, Alitalia, and Gate Gourmet's failure to pay overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA, 29 U.S.C. §207.

WHEREFORE, Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto pray for a judgment against Defendants Ideal, Menzies, Alitalia, and Gate Gourmet as follows:

- A. A judgment in the amount of one and one-half times Plaintiffs Ismael Andrade, Jose Hernandez, and Berenice Jacinto's regular rate for all time they worked in excess of forty (40) hours per week;
- B. Liquidated damages in an amount equal to the amount of unpaid overtime compensation found due;
- C. Reasonable attorneys' fees and costs incurred in filing this action; and
- D. Such other and further relief as this Court deems appropriate and just.

Respectfully submitted,

Dated: July 17, 2008

A handwritten signature in black ink, appearing to read 'John E. Untereker', is written over a horizontal line.

JOHN E. UNTEREKER

CHRISTOPHER J. WILLIAMS

Working Hands Legal Clinic (#44534)

77 W. Washington, Suite 1402

Chicago, IL 60602

(312) 795-9115

Attorneys for Plaintiffs

EXHIBIT A

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24444

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Employee Number: 0780
Department Number:
Social Security Number: XXX-XX-3766
Marital Status: SINGLE
Number Of Allowances: 05
Rate: 9.0000

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REG-AR	40.00	360.00	FICA	27.54	249.43
			IL ST	5.03	25.63
			E I C	26.77	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$360.00	\$5.80	\$354.20

YEAR HERE

Small Data Processing, Inc.

A36

Earnings Statement

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106



Pay Period: 6/18/2007 to 6/24/2007
Pay Date: 6/29/2007
Check #: 24445

Employee Number: 0780
Department Number: XXX-XX-3766
Social Security Number: SINGLE
Marital Status: 05
Number Of Allowances: 7.0000
Rate: 7.0000

ISMAEL ANDRADE
460 W. IRVING PK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	7.00	49.00	FICA	3.75	249.43
			IL ST		25.63
			E I C	10.00	283.50

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$3,260.50	\$49.00	\$6.25	\$55.25

TEAR HERE

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EXHIBIT B

A36

IDEAL STAFFING SOLUTIONS INC
170 NORTH PINE LANE
BENSENVILLE, IL 60106

Earnings Statement



Pay Period: 3/26/2007 to 4/01/2007
Pay Date: 4/06/2007
Check #: 23162

Employee Number: 0703
Department Number:
Social Security Number: XXX-XX-9087
Marital Status: MARRIED
Number Of Allowances: 07
Rate: 9.0000

BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106

Hours and Earnings			Taxes and Deductions		
Description	Hours	This Period	Description	This Period	Year-To-Date
REGULAR	40.00	360.00	FICA	27.54	315.95
O/TIME			IL ST	2.72	30.87
			E I C	31.32	399.65

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,130.10	\$360.00	\$1.06	\$361.06

Earnings Statement

Employee Number: 0703
 Department Number: XXX-XX-9087
 Social Security Number: MARRIED
 Marital Status: 07
 Number Of Allowances: 9.0000
 Rate:

**BERNICE JACINTO
1066 IRVING PARK RD
BENSENVILLE, IL 60106**

[illegible]

2001 Automatic Dr. Pressing, Inc.

TEAR HERE

EXHIBIT C

EMPLOYEE
51-0000444 Andrade, ISOCIAL SEC. NO.
346-95-3766FILING STATUS
S-5CHECK DATE
09/07/2007PERIOD END
09/02/2007CHECK NO.
006246

Earnings

Type	Current Hours	Current Amount	VTD Hours	VTD Amount
Straight Time	16.00	136.00	407.00	3,092.00
Overtime	0.00	0.00	7.50	84.38

DEDUCTION	AMOUNT	VTD
Federal W/H	0.00	6.21
FICA	8.43	196.94
EJC	27.74	329.89
Medicare	1.97	46.05
IL State W/H	1.20	58.90

GROSS EARNINGS

136.00

NET EARNINGS

132.14

TOTAL DEDUCTIONS

16.14

21.79

MEMO Verify name, address, social security #

EMPLOYEE

51-0000444 Andrade, I

SOCIAL SEC. NO.

346-95-3766

W.E. Date

9/2/2007

Customer Name

Menzi's Aviation
Swissport Cargo - 7013

PERIOD END

09/02/2007

CHECK NO.

006246

Hrs Type

Straight Time	16.00
Straight Time	8.00
Straight Time	40.00
	64.00

Hours

16.00

8.00

40.00

64.00

Pay Rate

8.50

7.50

7.50

Gross Pay

136.00

60.00

300.00

496.00

EXHIBIT D

EMPLOYEE
51-0000612 Hernandez, J

SOCIAL SEC. NO.
638-66-3124

FILING STATUS
M 1

CHECK DATE
11/02/2007

PERIOD END
10/28/2007

CHECK NO.
007434

Earnings	Current	YTD	DEDUCTION	YTD	AMOUNT	YTD
Type	Hours	Amount	Federal W/H	Amount		
Straight Time	6.00	51.00	FICA	6,478.75	0.00	185.46
Overtime	0.00	0.00	Medicare	240.00	3.16	416.57
			IL State W/H		0.78	97.42
					0.95	183.61

GROSS EARNINGS 51.00
NET EARNINGS 46.15

TOTAL DEDUCTIONS

6,718.75

4.85

88.06

MEMO: Verify name, address, social security #

EMPLOYEE
51-0000612 Hernandez, J

SOCIAL SEC. NO.
638-66-3124

PERIOD END
10/28/2007

CHECK NO.
007434

W.E. Date
10/28/2007
Customer Name
Menzies Aviation
Swissport Cargo 7015

Hrs. Type
Straight Time
Straight Time

Hours
6.00
40.00
46.00

Pay Rate
8.50
8.00

Gross Pay
51.00
320.00
371.00

SOP History Transmittal Detail

[View PDF](#)**Transmittal #:** 5956282**Entity:** SWISSPORT CARGO SERVICES, INC.**Entity Id:** 2167725**Entity Served:** SWISSPORT CARGO SERVICES, INC.**Title of Action:** MARCELINO ANDRADE v. IDEAL STAFFING SOLUTIONS, INC.**Document(s) Type:** Summons/Complaint**Nature of Action:** Labor / Employment**Court:** Cook Circuit Court**Case #:** 08 CH 25610**Jurisdiction Served In:** Illinois**Date Served:** 08/06/2008**Answer or Appearance Due:** 30**Originally Served Upon:** CSC**How Served:** PERSONALSERVICE**Plaintiff's Attorney/Sender:** John E. Untereker**Plaintiff's Attorney/Sender Phone:** 312-795-9115**Enclosures:** N/A**Client Requested Information:** N/A**Transmittal Notes:** N/A**Acknowledged By:** MCELRA TJ**Original Sent To:**

Document	Papers sent via	Tracking Number	Contact Attn	Company Name	Address
SOP Original Transmittal	EDELIVERY		Jacqueline Mcelrath	Swissport North America, Inc.	45025 Aviation Dr Suite 350 Dulles VA 20166 USA

Copies Provided To:

Document	Papers sent via	Tracking Number	Contact Attn	Company Name	Address
SOP Transmittal Copy And Cover Letter			Phyllis Brown	Swissport North America, Inc.	45025 Aviation Dr Suite 350 Dulles VA 20166 USA
SOP Transmittal Copy And Cover Letter			Jacqueline	Swissport North America, Inc.	45025 Aviation Dr Suite 350 Dulles VA 20166 USA

Docket History:

Document	Papers sent via	Tracking Number	Contact Attn	Date Served	Transmittal
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